



**STATE OF MISSOURI,
DEPARTMENT OF HEALTH & SENIOR SERVICES
REQUEST FOR QUOTATION**

REQUISITION NUMBER: **RFQ580160046**
CONTRACT TITLE: **Laboratory Supplies**
ISSUE DATE: **March 31, 2016**
BUYER INFORMATION: **Lee Sturma**
TELEPHONE / E-MAIL: **573-522-2842 Lee.Sturma@health.mo.gov**

RETURN QUOTATION NO LATER THAN: April 15, 2016 5 PM CDT

**RETURN QUOTATION TO: Lee Sturma
Missouri Department of Health and Senior Services
Bureau of Financial Services, Procurement Unit
920 Wildwood Drive, P.O. Box 570
Jefferson City, MO 65102**

OR FAX TO: 573-522-9052 (Either fax or mail, NOT both)

CONTRACT PERIOD: August 24, 2016 through August 23, 2017
DELIVER SERVICES FOR THE FOLLOWING STATE AGENCY:

**Department of Health and Senior Services
State Public Health Laboratory
101 N. Chestnut Street
Jefferson City, MO 65101**

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The bidder further agrees that the language of this document shall govern in the event of a conflict with his/her quote. The bidder further agrees that upon receipt of an authorized purchase order from the Missouri Department of Health and Senior Services or when this RFQ is countersigned by an authorized official of the Missouri Department of Health and Senior Services, a binding contract shall exist between the bidder and the State of Missouri.

SIGNATURE REQUIRED

COMPANY NAME		DATE
AUTHORIZED SIGNATURE		TITLE
PRINTED NAME		
MAILING ADDRESS		
CITY, STATE, ZIP		
FEDERAL EMPLOYER ID NO.		
PHONE NO.	FAX NO.	E-MAIL ADDRESS

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	CONTRACT PERIOD	
AUTHORIZED SIGNATURE	DATE	STATE CONTRACT NUMBER

www.health.mo.gov

Healthy Missourians for life.

The Missouri Department of Health and Senior Services will be the leader in promoting, protecting and partnering for health.
AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER: Services provided on a nondiscriminatory basis.

1.0 INTRODUCTION

1.1 Purpose

- 1.1.1 This document constitutes a Request for Quotation which solicits competitive bids to establish a contract for the purchase of laboratory supplies for the Department of Health and Senior Services, State Public Health Laboratory (DHSS), located in Jefferson City, Missouri in accordance with the requirements and provisions stated herein.

1.2 Contact

- 1.2.1 Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc. related to the bid document must be referred to the Buyer of Record identified on the first page of this document.

2.0 GENERAL CONTRACTUAL REQUIREMENTS

2.1 Contract

- 2.1.1 A binding contract shall consist of: (1) RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) the Department's acceptance of the response (bid) by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- 2.1.2 The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- 2.1.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

2.2 Contract Period

- 2.2.1 The original contract period shall be as stated on page 1 of the bid request. The contract shall not bind, nor purport to bind, the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Department exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

2.3 Renewal Options

- 2.3.1 If the option for renewal is exercised by the Department, the contractor shall agree that the prices for the renewal period shall not exceed the maximum percent of increase for the applicable renewal period stated on the Pricing Page of the contract.
- 2.3.2 If renewal percentages are not provided, then prices during renewal periods shall be the same as during the original contract period.
- 2.3.3 The Department does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 Price

- 2.4.1 All prices shall be as indicated on the Pricing Page. The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.5 Delivery Performance:

- 2.5.1 The contractor shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated loading site. All orders must be shipped **F.O.B Destination, Freight Prepaid and Allowed**. All orders received on the last day of the contract, must be shipped at the contract price. All deliveries must be coordinated with the state agency.

2.6 Hazardous Materials Data Sheet and Labeling

- 2.6.1 The State of Missouri, in accordance with the revised rules and regulations of the Occupational Safety and Health Administration (OSHA) requires that all hazardous chemicals and other appropriate commodities purchased by the State of Missouri must contain a material safety data sheet and warning labels with each shipment. Therefore, the contractor must comply with this mandatory requirement for all commodities which contain hazardous material. Failure to comply with this requirement may cause cancellation of the contract with goods returned at the contractor's expense as well as suspension from the solicitation list for future requirements.

2.7 Manufacturer's Warranty

- 2.7.1 The manufacturer's warranty, if any, must be provided for all equipment provided by the contractor.

2.8 Estimated Quantities

- 2.8.1 The quantities indicated in the Request for Quotation are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.

2.9 Replacement of Damaged Product

- 2.9.1 The contractor shall be responsible for replacing any item received in damaged condition at no cost to the Department. This includes all shipping costs for returning non-functional items to the contractor for replacement.

2.10 Substitutions

- 2.10.1 The contractor shall not substitute any item(s) that has been awarded to the contractor without the prior written approval of the Department.

2.11 Payment Terms

- 2.11.1 Payment terms should be net 30 days unless otherwise stated in the RFQ. No late charges shall be applied which are not in compliance with Chapter 34.055 RSMo. This statute may be found at <http://www.moga.mo.gov/statutes/c000-099/0340000055.htm>

- 2.11.2 All invoices shall be sent to:

Missouri Department of Health and Senior Services
State Public Health Laboratory
P.O. Box 570
Jefferson City, MO 65102-0570

- 2.11.3 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

- a. A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- b. The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

3.0 BIDDER'S REQUIREMENTS AND INSTRUCTIONS

3.1 Determination for Award:

- 3.1.1 The award of contract shall be made to the lowest bidder meeting all mandatory specifications as defined herein. All items bid must be compatible with Waters Quattro Micro mass spectrometers and/or Waters 2777C autosamplers.

3.2 Prices

- 3.2.1. The bidder shall submit a firm fixed total price for items as stated on the Pricing Page of the RFP.

3.3 Cost Evaluation

- 3.3.1 The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate optional items, if deemed necessary.
- 3.3.2 The State of Missouri reserves the right to award this contract on an All or None basis. Therefore, the bidder must submit pricing for all line items to be considered responsive.

3.4 Unit of Measure

- 3.4.1 If the unit of measure specified on the attached pricing pages is different than the manner in which the bidder offers that item, then the unit of measure being proposed by the bidder must be clearly identified on the pricing page.
- 3.4.2 In the cost evaluation, a unit price conversion will be done to fairly evaluate bid prices. However, for any resulting contract, the unit of measure bid will be that unit of measure awarded. Bidders are encouraged to contact the Buyer **prior to** submissions of their bid to discuss anticipated unit modifications. The bidder is cautioned that the Department reserves the right to clarify the unit of measure modification or to disqualify the bid for that line item if the unit of measure modification is not deemed appropriate or in the best interests of the Department.
- 3.4.3 **Bidders should note:** A descriptive brochure of the model bid may not be acceptable as clear identification of deviations from the written specification.

3.5 Compliance with Terms and Conditions

- 3.5.1 **The bidder is cautioned when submitting pre-printed terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of the RFQ and its contractual requirements. The bidder agrees that in the event of conflict between any of the bidder's terms and conditions and those contained in the RFQ, that the RFQ shall govern. Taking**

exception to the State's terms and conditions may render a bidder's bid non-responsive and remove it from consideration for award.

3.6 Open Competition

- 3.6.1 Any manufacturer's name, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition.
- 3.6.2 The bidder may offer any brand of product that meets or exceeds the specifications. In addition to identifying the manufacturer's name and model number, the bidder must explain in detail how their product meets or exceed the specifications. Bids, which do not comply with the requirement and the specifications, are subject to rejection without clarification.

3.7 Termination

- 3.7.1 The Department of Health and Senior Services reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the contract prior to the effective date of termination.

PRICING PAGE

<u>LINE ITEM</u>	<u>MANDATORY SPECIFICATIONS</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>
	<ul style="list-style-type: none">• The bidder shall conform to the specifications contained herein• All items bid must be compatible with Waters Quattro Micro mass spectrometers and/or Waters 277C autosamplers• All prices quoted shall be considered firm and fixed• Bidders must bid every line item			
001	C/S Code: 49599 <i>LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY</i> Replac't Plunger, XLine Syringe, 100 microliter Brand Reference: Waters #700002942 or equal The bidder should state the brand and model number of the proposed item: Brand: _____ Model No: _____	1	EA	\$_____
002	C/S Code: 49599 <i>LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY</i> Needle Seal, Gauge 22 Brand Reference: Waters #700002208 or equal The bidder should state the brand and model number of the proposed item: Brand: _____ Model No: _____	1	EA	\$_____
003	C/S Code: 49599 <i>LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY</i> ESI-GVF 16-16 Graphite Ferrule, PLCZ Brand Reference: Waters #700000343 or equal The bidder should state the brand and model number of the proposed item:	1	EA	\$_____

Brand: _____

Model No: _____

004 C/S Code: 49599 1 EA \$_____

LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY
PTFE liner tube, Iss03 (normal Flow)

Brand Reference: Waters #700000640 or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

005 C/S Code: 49599 1 EA \$_____

LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY

Sleeve, ESI Conductive (in capillary assembly),

Brand Reference: Waters #700000969 or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

006 C/S Code: 49599 1 EA \$_____

LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY

Tube ESI-SS Capillary (125 micrometer ID) PLCZ

Brand Reference: Waters #7000000341 or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

007 C/S Code: 49599 1 EA \$_____

LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY

100 microliter Syringe X, Gauge 22

Brand Reference: Waters #700002707 or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

008 C/S Code: 49599 1 EA \$_____
LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY

Oil Ultragrade 19 H11025015

Brand Reference: Waters #5560020-S or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

009 C/S Code: 49599 1 EA \$_____
LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY

BS008 O-Ring, APcI-ESI, Coupling

Brand Reference: Waters #700000968 or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

010 C/S Code: 49599 1 EA \$_____
LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY

ZQ Cone Gas Nozzle

Brand Reference: Waters #700001236 or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

011 C/S Code: 49599 1 EA \$ _____
LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY

ZQ Sample Cone

Brand Reference: Waters #700001237 or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

012 C/S Code: 49599 1 EA \$ _____
LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY

O-Ring (12 x 1.5) Viton

Brand Reference: Waters #700001194 or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

013 C/S Code: 49599 1 EA \$ _____
LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY

O-Ring, Viton (ion source chamber door) (AS254)

Brand Reference: Waters #700000453 or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

014 C/S Code: 49599 1 EA \$ _____
LABORATORY/FIELD EQUIPMENT/SUPPLIES: BIOLOGY

Assy Esi Probe Tip PLCZ

Brand Reference: Waters #700000337 or equal

The bidder should state the brand and model number of the proposed item:

Brand: _____

Model No: _____

DELIVERY

Bidder shall state delivery timeframe (calendar days after receipt of order (ARO): _____ days ARO.

RENEWAL OPTIONS

Regarding price increase percentages for renewals: The contractor must indicate the maximum allowable percentage of price increase or guaranteed minimum percentage of price decrease applicable to the renewal option year(s). If a percentage is not quoted (i.e., left blank, page not returned, etc.), the state shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as “a percentage of the then current price” or “consumer price index” are NOT ACCEPTABLE. The percentage(s) indicated below shall be used in the cost evaluation to determine the potential maximum financial liability to the Department.

IMPORTANT PRICING INFORMATION: The contractor should be very careful to note that all increases shall be calculated against the ORIGINAL contract price, NOT against the previous year's price. Therefore, each renewal period's quoted percentage shall be applied to the ORIGINAL pricing, and not to the contract pricing from the prior contract period (with the exception of the first renewal period).

NOTE: DO NOT COMPLETE BOTH A MAXIMUM INCREASE AND A MINIMUM DECREASE FOR THE SAME RENEWAL PERIOD

C/s Code 49599

Laboratory/Field Equipment/Supplies

1st Renewal Period

Renewal Option Percentage Price Adjustment

Contractor must identify below by checking appropriately as an INCREASE OR DECREASE

Maximum Increase: _____ **OR Minimum Decrease:** _____

C/s Code 49599

Laboratory/Field Equipment/Supplies

2nd Renewal Period

Renewal Option Percentage Price Adjustment

Contractor must identify below by checking appropriately as an INCREASE OR DECREASE

Maximum Increase: _____ **OR Minimum Decrease:** _____

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES
TERMS AND CONDITIONS -- REQUEST FOR QUOTATION

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Quotation (RFQ) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Department of Health and Senior Services (DHSS)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFQ or to a contract.
- c. **Attachment** applies to all forms which are included with an RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Bid Target Date and Time** and similar expressions mean the deadline required by the RFQ for the receipt of bids.
- e. **Bidder** means the person or organization that responds to an RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- f. **Buyer** means the procurement staff member of the DHSS. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful bidder as a result of an RFQ and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFQ for the bidder to complete and submit with the bid prior to the specified target date and time.
- j. **Request for Quotation (RFQ)** means the solicitation document issued by the DHSS to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- m. **Pricing Page(s)** applies to the form(s) on which the bidder must state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and submitted by the bidder with the bid prior to the specified bid target date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DHSS.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DHSS.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

3. OPEN COMPETITION/REQUEST FOR QUOTATION DOCUMENT

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DHSS if any language, specifications or requirements of an RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DHSS, unless the RFQ specifically refers the bidder to another contact. Such e-mail, fax, or phone communication should be received at least five calendar days prior to the official bid target date.
- b. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received less than five calendar days prior to the RFQ target date may not be answered.
- c. Bidders are cautioned that the only official position of the State of Missouri is that which is issued by the DHSS in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DHSS monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

- e. The DHSS reserves the right to officially amend or cancel an RFQ after issuance.

4. PREPARATION OF BIDS

- a. Bidders **must** examine the entire RFQ carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFQ, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Bids lacking any indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.
- e. In the event that the bidder is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFQ, such a bidder may submit a bid which contains a list of statutory limitations and identification of those prohibitive clauses. The bidder should include a complete list of statutory references and citations for each provision of the RFQ, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by DHSS or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by DHSS. If DHSS determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFQ.
- f. All equipment and supplies offered in a bid must be new, of current production, and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFQ.
- h. Bids, including all prices therein, shall remain valid for 90 days from bid target date unless otherwise indicated. If the bid is accepted, the entire bid, including all prices, shall be firm for the specified contract period.
- i. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

5. SUBMISSION OF BIDS

- a. Bids may be submitted either by a hard copy delivered or faxed to the DHSS office. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Delivered or faxed bids should be received in the DHSS office prior to the target time and date specified in the RFQ.
- b. The envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official target date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid which has been delivered to the DHSS office, may be modified by signed, written notice which has been received by the DHSS prior to the official target date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to modify a bid shall not be honored.
- d. A bid which has been delivered to the DHSS office, may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the DHSS prior to the official target date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official target date and time. Telephone or telegraphic requests to withdraw a bid shall not be honored.
- e. A bid may also be withdrawn after the bid opening through submission of a written request by an authorized representative of the bidder. Justification of withdrawal decision may include a significant error or exposure of bid information that may cause irreparable harm to the bidder.
- f. Bidders delivering or faxing a hard copy bid to DHSS must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- g. Faxed and e-mail no-bid notifications shall be accepted.

6. PREFERENCES

- a. In the evaluation of bids, preferences shall be applied in accordance with chapter 34, RSMo, other applicable Missouri statutes, and applicable Executive Orders. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

7. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by a bidder shall be subject to evaluation if deemed by the DHSS to be in the best interest of the State of Missouri.
- c. The bidder is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFQ, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.
- e. In the event all bidders fail to meet the same mandatory requirement in an RFQ, DHSS reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DHSS reserves the right to waive any minor irregularity or technicality found in any individual bid.
- f. The DHSS reserves the right to reject any and all bids. When all bids are non-responsive or otherwise unacceptable and circumstances do not permit a rebid, DHSS may negotiate for the required supplies.
- g. When evaluating a bid, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- h. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- i. Any award of a contract shall be made by notification from the DHSS to the successful bidder. The DHSS reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DHSS based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- j. All bids and associated documentation will be considered open records pursuant to section 610.021, RSMo.
- k. The DHSS maintains images of all bid file material for review. Bidders who include an e-mail address with their bid will be notified of the award results via e-mail.
- l. The DHSS reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- m. Any bid award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9).
- n. The final determination of contract award(s) shall be made by DHSS.

8. CONTRACT/PURCHASE ORDER

- a. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) DHSS's acceptance of the response (bid) by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DHSS or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

9. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DHSS.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the State's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

10. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

11. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

12. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DHSS, (2) be fit and sufficient for the purpose expressed in the RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

13. CONFLICT OF INTEREST

- a. Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

15. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DHSS may cancel the contract. At its sole discretion, the DHSS may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DHSS within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DHSS will issue a notice of cancellation terminating the contract immediately. If it is determined the DHSS improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the DHSS cancels the contract for breach, the DHSS reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DHSS deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES

Any notice to the bidder/contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the bidder/contractor.

17. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DHSS immediately.
- b. Upon learning of any such actions, the DHSS reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DHSS shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DHSS until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

21. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo, may eliminate their bid from consideration for award.

22. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

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